



SECTION B

PART I PRICE - HEALTH INSURANCE

B.1. Health Insurance Services.

The Contractor shall provide Health Insurance services to employees, retirees and their eligible dependents of the Government of the United States of America in Beirut, Lebanon. The groups of employees who shall be provided this insurance are listed in Section C – DEFINITIONS.

B.1.1. Official Residence Expense (ORE) Staff and Embassy Association Employees (EAE) are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff) and the Embassy Association (for EAEs) separately, at the rates specified B.2.1 thru B.2.3. below. See Section G for billing procedures.

B.2. Prices.

The is a fixed price, with limited price adjustment requirements type contract, under which will be issued firm, fixed-price task orders. The fixed prices/premium rates in Lebanese Pounds for the health insurance services as specified in Section C are as follows:



(Contractor to fill-in the Bi-Weekly Rates and the Total Premium columns below.)

B.2.1. BASE YEAR OF CONTRACT: (00:01 Hours - February 8, 2007 To 24:00 hours
February 7, 2008)

Bi-Weekly Rates Per Category in Lebanese Pounds:

Category	Estimated Number	Bi-Weekly Rate	Total Premium
1-Employees	450		
2- Spouses	279		
3- Children	500		
4-Adult Children	56		
5- Retirees	2		
6- Retirees Spouse	2		
7- Retirees Children	0		
8- Retirees Adult Children	1		
SUBTOTAL			

Total Price for Base Year (Subtotal x 26): _____



B.2.2. FIRST OPTION YEAR OF THE CONTRACT: (00:01 Hours - February 8, 2008 To 24:00 hours February 7, 2009)

Bi-Weekly Rates Per Category in Lebanese Pounds:

Category	Estimated Number	Bi-Weekly Rate	Total Premium
1-Employees	450		
2- Spouses	279		
3- Children	500		
4-Adult Children	56		
5- Retirees	3		
6- Retirees Spouse	3		
7- Retirees Children	0		
8- Retirees Adult Children	1		
SUBTOTAL			

Total Price for Option Year 1 (Subtotal x 26): _____



B.2.3. SECOND OPTION YEAR OF THE CONTRACT: (00:01 Hours - February 8, 2009 To 24:00 hours February 7, 2010)

Bi-Weekly Rates Per Category in Lebanese Pounds:

Category	Estimated Number	Bi-Weekly Rate	Total Premium
1-Employees	450		
2- Spouses	279		
3- Children	500		
4-Adult Children	56		
5- Retirees	7		
6- Retirees Spouse	7		
7- Retirees Children	0		
8- Retirees Adult Children	1		
SUBTOTAL			

Total Price for Option Year 2 (Subtotal x 26): _____

GRAND TOTAL BASE PERIOD PLUS OPTION YEARS:



B.3 Administrative Retention Amounts

Not Applicable

B.4. Economic Price Adjustment-Health Insurance Premiums.

Not Applicable

B.5. Health Insurance Services. In consideration of the payment of the premium specified herein, the Contractor agrees to provide the health insurance services as described in Section C and the Attachments listed in Section J.

B.6. Variation in Estimated Quantities.

Reserved

B.7. Price Adjustment. The contract rates shall not be adjusted during the entire performance period of the contract unless (1) laws enacted by the host Government require such a change, (2) the change is approved by the Ministry of Health, (3) the Association of Insurance Companies in Lebanon authorizes such change, and (4) such change in the laws has a direct impact on the cost to the contractor to perform this contract at the rate contracted for herein. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the annual rates.

B.7.1 Any approved price adjustment based on B.7 above shall be made effective only as of the date of the next Option Year period of the Contract and shall have no retroactive effect on the expired Contract period.

B.7.2. The Contractor shall present documentation that clearly supports any request for adjustment, including the calculation of the amount of adjustment requested. This documentation shall be presented at least six months in advance of any option year exercise date.

B.7.3. The Contractor shall also submit with each request for a change in Contract price a recalculation of the prices for the remaining option years in full.

B.7.4. No request by the Contractor for an adjustment under this provision shall be allowed if asserted after final payment under this Contract.



PART II PRICE - GROUP LIFE INSURANCE

B.8. Group Life Insurance Services.

The Contractor shall provide the Group Life Insurance services described herein to employees and retirees of the Government of the United States of America in Beirut, Lebanon. The groups who shall be provided this insurance are listed in Section C– DEFINITIONS. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

B.8.1. Official Residence Expense (ORE) Staff and Embassy Association Employees (EAE) are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff) and the Embassy Association (for EAEs) separately, at the rates specified in B.9.1 thru B.9.3 below. See Section G for billing procedures.

B.9. Group Life Insurance Rates.

The is a fixed price requirements type contract, under which will be issued firm, fixed-price task orders. The fixed prices/premium rates in Lebanese Pounds per one thousand to provide for the life insurance services as specified in Section C are as follows:



(Contractor to fill-in the Bi-Weekly Rates and the Total Premium columns below.)

B.9.1. BASE YEAR OF CONTRACT: (00:01 Hours - February 8, 2007 To 24:00 hours February 7, 2008)

B.9.1.1. Bi-Weekly Rates per Employee In Lebanese Pounds:

Type of Insurance	Premium (per 1,000) of last salary	Estimated Payroll (biweekly)	Total
Basic Life, Accidental Death and Disability		468,696,615	

Total Price for Base Year: _____ x 26 = _____

B.9.1.2. Bi-Weekly Rates per Retiree In Lebanese Pounds:

Type of Insurance	Premium (per 1,000) of last salary	Estimated Payroll (biweekly)	Total
Basic Life, Accidental Death		2,345,850	

Total Price for Base Year: _____ x 26 = _____



B.9.2. FIRST OPTION YEAR OF CONTRACT: (00:01 Hours - February 8, 2008 To 24:00 hours February 7, 2009)

B.9.2.1. Weekly Rates per Employee In Lebanese Pounds:

Type of Insurance	Premium (per 1,000) of last salary	Estimated Payroll (biweekly)	Total
Basic Life, Accidental Death and Disability		468,696,615	

Total Price for Base Year: _____ x 26 = _____

B.9.2.2. Bi-Weekly Rates per Retiree In Lebanese Pounds:

Type of Insurance	Premium (per 1,000) of last salary	Estimated Payroll (biweekly)	Total
Basic Life, Accidental Death		3,305,769	

Total Price for Base Year: _____ x 26 = _____



B.9.3. SECOND OPTION YEAR OF CONTRACT: (00:01 Hours - February 8, 2009 To 24:00 hours February 7, 2010)

B.9.3.1. Weekly Rates per Employee In Lebanese Pounds:

Type of Insurance	Premium (per 1,000) of last salary	Estimated Payroll (biweekly)	Total
Basic Life, Accidental Death and Disability		468,696,615	

Total Price for Base Year: _____ x 26 = _____

B.9.3.2. Bi-Weekly Rates per Retiree In Lebanese Pounds:

Type of Insurance	Premium (per 1,000) of last salary	Estimated Payroll (biweekly)	Total
Basic Life, Accidental Death		13,008,884	

Total Price for Base Year: _____ x 26 = _____

GRAND TOTAL PER EMPLOYEES BASE PERIOD PLUS OPTION YEARS: (ADD B.9.1.1, B.9.2.1, B.9.3.1)

GRAND TOTAL PER RETIREES BASE PERIOD PLUS OPTION YEARS: (ADD B.9.1.2, B.9.2.2, B.9.3.2)



B.10 Administrative Retention Amounts

Not Applicable

B.11 Economic Price Adjustment-Life Insurance Premiums.

Not Applicable



SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

DEFINITIONS:

The following terms are defined for the purpose of this contract and any related correspondence:

Accidental Death: As used in this Contract means the death of an insured employee or the death of an insured retiree caused by accident resulting from outside, sudden and unforeseen causes and independent of the will of the insured employee/retiree.

Adult Child or Children: As used in this contract means adults from 18 years of age through 25 years who are documented as full-time students, still living with their parents and not married. This definition also includes those children who have reached the age of 25 and who are proven to be incapable of self support because of mental or physical incapacity by a doctor's medical report.

B&F: The Embassy Budget and Fiscal Office responsible for accounting and payrolling for the Embassy.

Bodily Injury: As used in this Contract means accidental bodily injury resulting from outside, sudden and unforeseen causes independent of the will of insured person.

Case: As used in this Contract means each authorized in-hospital admission of an insured person.

Child or Children: As used in this contract means dependents from birth and until 18 years of age.

Claim Form: The accepted claim form as approved by the Contractor and the Government to initiate payment of benefits allowed under this contract.

Claim: A written demand by one of the parties seeking, as a matter of right, the payment of money, in a certain sum.

Contracting Officer: The Contracting Officer (CO) is the State Department's official representative with delegated authority to enter into and administer contracts.

Contributory: Insurance for which the employee contributes toward the premium.

COR: The Contracting Officer's Representative, shall act on behalf of the US Government on technical matters during the management of this contract. The Embassy Human Resources Specialist shall serve as the COR.



Contractor: the Company chosen to provide insurance coverage.

Customary and Reasonable Treatment: A diagnostic test or medical treatment which is usually performed in the community where the individual is being treated.

Disability, Total and Permanent: A physical or mental impairment which precludes the individual from performing ordinary motor or bodily functions and which requires separation from employment. If the impairment is the result of a previous impairment, it shall be considered a continuation of the prior impairment.

DOSAR: Department of State Acquisition Regulations.

Effective Date: The awarded contract will state the actual effective date of the contract.

Eligible Dependents: Dependents will be defined as covered employee's spouse and children. A limit of one spouse per employee will be covered, unless prevailing practice supports otherwise. An eligible child is defined as the employee's natural child, adopted child, stepchild or foster child. The child must be unmarried, economically dependent upon the employee, and reside with the employee unless away at school. An eligible child will be covered until the end of the contract year (insurance) or calendar year (direct reimbursement plan) in which he/she reaches age 18, or age 25 if a full time student. There is no age limit for a child who is physically or mentally handicapped. There is no limit on the number of children covered per employee.

Embassy: The Embassy of the United States of America and its agencies.

Employer: The United States Government or in the case of ORE and [Note to Contracting Officer: enter name of Embassy Employee Association and revise reference as appropriate] EAE employees, the Chief of Mission/Deputy Chief of Mission and Employee Association, respectively.

EA: Employee Association of the US Embassy in Lebanon.

FAR: The Federal Acquisition Regulation, the laws and guidelines governing US Government contracts.

Government: The Government of the United States of America and its agencies.

GSO: General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer for this contract.

Hospital: An institution established and operated for the care and treatment of sick and injured persons. It provides 24-hour nursing care and has diagnostic, laboratory, treatment and surgical facilities. Any institution which does not meet this definition is not considered a hospital.



Hospital Patient: An individual who has been admitted to a hospital, is assigned a bed, and is given diagnostic tests or receives treatment for a disease or injury.

Human Resources Office: The Embassy Personnel Office.

Insured Employee: Insured employees are all active current LES employees, Third Country National employees, and locally hired U.S. citizen employees of the United States Mission to Lebanon who have opted for coverage under this contract and are certified by the Administrative Officer or Contracting Officer to be (1) between the ages of 18 and 64; (2) employed under direct hire appointments, personal services contracts, and personal services agreements (3) regularly scheduled to work 30 or more hours per week, and (4) paid under the terms of the local compensation plan. Not covered are nonpersonal services contractors and their employees supplied by an independent contractor licensed to do business in Lebanon who provides services to other local organizations as well as to the U.S. Mission. Official Residence Employees (ORE) and Employee Association Employees (EAE) are covered under this contract only as a rider.

Insured Retirees: Insured retirees are LES employees who have reached the age of 60 or 64 and were terminated from their work with the U.S. Government because they have reached their official retirement age.

The official retirement age at the Embassy is 64. Security Sections staffs retire at the age of 60. A retiree is an individual who has opted to remain covered under this contract and is certified by the Administrative Officer or the Contracting Officer to (1) have completed 10 years of service as a Foreign National and (2) have reached the official retirement age at the Embassy. Election of coverage after retirement will be a one-time option for each eligible employee which must be made before retirement.

ORE Employee: All current active employees of the Ambassador and the Deputy Chief of Mission assigned to their respective official Government residences and paid under an ORE account.

EAE Employee: All current active employees of the Employee Association of the US Embassy in Beirut.

Insured or Insured Person: As used in this Contract means Insured Employee, Insured Retiree and/or Eligible Dependent.

LES: Locally Employed Staff

Life Benefit: An amount equal to three times the amount of an employee's last annual basic salary as reported by the Human Resources Office.

Life Benefit for Retiree Employees: An amount equal to three times the amount of a retirees' last annual basic salary upon retirement as reported by the Human Resources Office. This basic salary will remain the same throughout the period of the contract.



Maximum Benefit: The total amount that will be paid to any one covered individual for covered medical expenses or life insurance/disability benefit.

Natural Death: As used in this Contract means the death of an insured employee and/or retiree due to natural causes.

Physician or Doctor: An individual who has graduated from an accredited Medical School and is licensed to practice medicine. If the individual is a medical specialist, then he or she is Board-Certified in that specialty.

Premium: The amount of money charged by the Contractor per year for insurance coverage.

Reinsurance Treaty: The reinsurance treaty signed by the Contractor and the Reinsurer for a period of 12 months.

Reinsurer: A second-party Contract which the Contractor contracts for that second party to bear all or part of the health insurance, natural death, accidental death, passive war risk, and total disability risks in protection of the Contractor.

Sickness: As used in this Contract means bodily disorder which causes In-Patient confinement of an insured person in a licensed hospital and incurs daily room and board charges or out-patient expenses.

Spouse: As used in this contract means legal spouse not otherwise entitled to medical care under his/her own employment contract. For the purpose of this contract no more than one legal spouse is eligible per insured person.

Surgical Procedure: Any invasive medical procedure by manual or instrument operation undertaken for diagnosis or treatment of a patient.

War: As used in this contract includes, but is not limited to invasion, act of foreign enemy, hostilities, mutiny, riots, civil commotion, civil war, terrorism, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or martial law or state of siege, whether or not war or warlike conditions have been declared.



Part I - Health Insurance Services for Insured Employees and their Dependents

C.1 The Government of the United States of America requires Health Insurance coverage for its employees as further described in C.2 in Lebanon. The Government has determined that the prevailing practice by employers in Lebanon is to provide for their employees health insurance protection and that the cost of such insurance protection is usually borne by both the employee and the employer on a 83% and 17% respectively. Health insurance protection will be representative of locally prevailing compensation practice as further described in C.2. The specific health benefit coverage under this contract is set forth in Section C and the Exhibits in Section J.

C.2 Employee and Dependent Maximum Health Services Benefits. The maximum health benefits under this contract are as follows:

C.2.1. Hospitalization - The Contractor shall pay in-hospital expenses up to a maximum of 120,080,000 (One Hundred Twenty Million and Eighty Thousand Lebanese Pounds) payable at 100% of hospital bills per case per year per insured. This shall include payment for room and board including all regular daily services and supplies in a licensed hospital; all other hospital services and supplies for medical care in the hospital; anesthetics and their administration; physicians services for surgery and other medical care; and, emergency benefits. All hospitalization coverage under this clause is to be provided under First Class local service category without the participation of the National Social Security.

C.2.2. (a) Doctor Visits - The Contractor shall pay for visits to physicians, to include treatment, out-patient surgery and consultation, to a maximum of LL 60,000 per visit with a maximum of ten visits per contract year for an employee with no enrolled dependents; 15 visits per family per contract year for an employee with one enrolled dependent; 25 visits per family per contract year for an employee with two enrolled dependents; and 30 visits per family per contract year for an employee with three or more enrolled dependents.

(b) Eye Examination is covered at 100% reimbursement up to a maximum of LL 60,000 per visit. Every insured is entitled to two eye examination visits per year to be deducted from the maximum number of total visits allowed for each category of insured according to the number of enrolled dependents.

C.2.3. Prescription Drugs - The Contractor shall pay for in-patient prescription drugs as per any other hospital expense as detailed in C.2.1. The Contractor shall pay for out-patient prescription drugs at 100% per insured person per contract year to a maximum of LL. 450,000.

This coverage includes for employees only: 100% reimbursement for medications to suppress opportunistic infections, such as tuberculosis and toxoplasmosis for employees who have HIV/AIDS; as well as brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV to the employee's child. This expanded coverage generally excludes medications for the long-term suppression of AIDS through the combination of anti-retroviral



drugs. The maximum limit for those expenses is LL 1,500,000 per employee per contract year. This limit is separate and in addition to any other limits in this contract.

C.2.4. Maternity - The Contractor shall pay for in-hospital maternity expenses including normal or cesarean delivery, ectopic or extra-uterine pregnancy, and miscarriage as per any other hospital expense as detailed in C.2.1. The Contractor shall pay for pre- and post-natal care and any treatment needed for the fetus from the day of conception and until its delivery, as any other expense outlined herein.

C.2.5. Physical Therapy - The Contractor shall pay for in-hospital physical therapy expenses as any other hospital expense as detailed in C.2.1. Out-patient physical therapy expenses shall be covered at 100% to a maximum of LL 300,000 per clinically diagnosed pathology per insured person per contract year.

C.2.6. Diagnostic Tests - The Contractor shall pay for in-hospital diagnostic tests as any other hospital expense as detailed in C.2.1. Out-patient diagnostic tests shall be covered at 100% to a maximum of LL 750,000 per insured person per contract year. Diagnostic tests include but are not limited to any tests needed for the fetus of a pregnant woman.

C.2.7. Treatment Outside Lebanon - If any treatment outside Lebanon occurs, the cost of this treatment shall be reimbursed according to the American University of Beirut Medical Center Tariff.

C.2.8. One pair of eyeglass lenses or medical lenses for sight shall be reimbursed at 100% up to a maximum amount of LL. 75,000 per insured per contract year. Frames are not covered.

C.2.9. Radiotherapy Treatments – The Contractor shall cover all radiotherapy treatments at 100% to a maximum of LL. 7, 500,000 per insured person per case per contract year.

C.3. Eligible Participants

C.3.1 Eligible Employees

The employees eligible for the health insurance services include the following:

C.3.1.1 All current active employees of the United States Government, employed within the geographic boundaries of Lebanon paid under the Local Compensation Plan, and certified by the Contracting Officer. Covered employees include:

C.3.1.2. Locally Employed Staff (LES) employed under direct hire appointments, Personal Services Agreements (PSAs) and Personal Services Contracts (PSCs);

C.3.1.3. Locally hired U.S. citizens employed under direct hire appointments, PSAs, and PSCs.

C.3.2 Location of Employment



The individuals covered by C.3.1 must be employed within the geographic boundaries of Lebanon by various agencies of the US Government.

C.3.3 Participants Covered Under a Rider

C.3.3.1 All current active employees of the Chief of Mission and the Deputy Chief of Mission assigned to their respective official Government residences and paid under an ORE account (see separate rider, J.2. EXHIBIT C.1). All costs for ORE employees are the responsibility of the employing officer, not the U.S. Government.

C.3.3.2 All current active employees of the Employee Association at Embassy Lebanon (see separate rider, J.2. EXHIBIT C.2). All costs for the EAEs are the responsibility of the Employee Association, not the U.S. Government.

C.3.4 Individuals Not Eligible for Coverage

Individuals not eligible for coverage under this contract are nonpersonal services contract personnel; Peace Corps Personal Services Contractors as required by MS 743; employees working on a temporary basis; employees with an intermittent, seasonal, or WAE (when actually employed) schedule; and any other individual not falling within one of the categories of employees described in this clause.

C.3.5. Other Eligible Participants

The following additional categories of persons are covered by this insurance:

1. Spouses
2. Children
3. Adult Children
4. Retirees
5. Retirees Spouse
6. Retirees Children
7. Retirees Adult Children

C.4. Term of Eligibility. Each employee and his/her dependents are eligible for health benefits under this contract upon award and thereafter during the performance period of this contract. Each new employee and his/her dependents will be eligible for coverage upon entering on duty with the United States Government. This coverage will continue during all periods of paid leave as well as during periods of Leave Without Pay (LWOP) that are less than 2 weeks in duration. During LWOP of more than 2 weeks, the employee may choose to either (1) continue coverage by paying 100% of the premium cost for employee and dependent coverage or (2) temporarily discontinue coverage until the employee returns to duty.

C.4.1. Period of Ineligibility.



Employees and their dependents are not entitled to health benefits during any period of employment for which premiums are not paid.

Additionally, employee's dependents are not entitled to health benefits during any period of employment during which the employee was not eligible to participate.

During a period of Leave Without Pay or unpaid leave that is one pay period or less, coverage under the insurance contract will continue. The USG will pay the total premium cost to the contractor. The employee's share of the premium will be collected through payroll deduction in that or the subsequent pay period.

During a period of extended (beyond one pay period) of Leave Without Pay or unpaid leave, the employee is responsible for the full cost of the insurance premiums for self and dependents. The Mission will pay the premiums directly to the contractor, and will collect the full cost from the employee on a quarterly basis. Alternatively, the employee may elect to have coverage cease if that employee prefers not to pay the premium.

C.4.2. BROCHURE REQUIREMENT.

C.4.2.1. The contractor shall provide a document (brochure/pamphlet/other written document) in English and Arabic that sets forth a complete listing of the health insurance benefits to be provided under this contract. This brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The contractor shall furnish all copies of the brochures to the COR, who will ensure that appropriate distribution is made.

C.4.2.2. The contractor shall provide the document described in C.4.2.1 to the COR not later than 15 calendar days after contract award. The Contractor shall provide additional brochures for new employees within ten (10) days of the COR's request.

C.4.2.3. The contractor assumes full responsibility for ensuring that the document described in C.4.2.1 accurately reflects the requirements of the contract, as implemented by the contractor's technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the brochure contains inaccuracies, the contractor will be notified in writing; however, failure on the part of the Government to notice any inaccuracies shall in no way limit, revise or otherwise affect the requirement under this contract for the contractor to fully comply with all contract terms.

C.5. Health Benefits Limitations: No benefits shall be payable for or on account of:

C.5.1 Cosmetic plastic surgery or treatment unless necessitated by an accidental bodily injury occurring while the insured person is covered by the Contractor.

C.5.2 Rest cures, sanitarium or custodial care.



C.5.3. Any treatment rendered by a dentist, unless necessitated by accident occurring while the insured person is covered by the Contractor.

C.5.4. Conditions resulting from self inflicted injury whilst sane or insane.

C.5.5. Conditions resulting from ionizing, radiation or contamination by radioactivity.

C.5.6. Conditions resulting from any violation of the law or attempted violation of the law or resistance to arrest.

C.5.7. General health examinations and check-ups done on an outpatient basis.

C.5.8. Lasik (PRK) surgeries for myopia. The cost of eyeglass frames, color contact lenses and the products used for the cleaning and upkeep of all kinds of lenses including for sight. Any other required eye surgery or treatment as a result of injury or for pathological reason is covered.

C.5.9. Treatment services for which the insured person or dependent is reimbursed by any other insurance plan or payment plan.

C.5.10. Any drug that is purchased without a doctor's prescription. All cosmetic drugs unless necessitated by an accident occurring while the insured person is covered by the Contractor.

C.5.11. Maternity related costs for insured employees who have not been covered by this contract for at least 90 consecutive days or a preceding health insurance contract through employment at the US Embassy.

C.5.12. Gum surgery and jaw treatment surgery that is related to dental. Any kind of disease of the jaw or gum that entails treatment or surgery that is not related to dental shall be covered.

C.5.13. Treatment of any condition resulting from mental disorder that is treated by a psychiatrist or mental health practitioner.

C.5.14. Treatment of any condition as a result of mental disorder or alcohol or narcotic drug abuse.

C.6. thru C.9

Reserved



Part II - Group Life Insurance For Insured Employees

The Government of the United States of America requires Group Life Insurance coverage for its employees as further described in C.10. in Lebanon. The Government has determined that the prevailing practice by employers in Lebanon is to provide for their employees life insurance protection and that the cost of such insurance protection is usually borne by both the employee and the employer on a 83% and 17% respectively. Life insurance protection will be representative of locally prevailing compensation practice as further described in C.10. The specific life benefit coverage under this contract is set forth in Section C and the Exhibits in Section J.

C.10 Amount of Employee Life Benefit - In case of death, whether natural or accidental or due to war, the Contractor shall pay to the employee's designated beneficiary or beneficiaries a lump sum payment equal to the "Life Benefit" as defined herein. The life insurance policy shall cover natural and accidental death for insured employees whether death occurs within Lebanon or abroad. Death which occurs as a direct result of the employee's active participation in war outside official duties with the Embassy as determined by the Contracting Officer is not covered.

C.10.1 Permanent Total Disability - When as the result of injury whether by accident or due to a war situation, and commencing within 180 days of the date of the accident an insured employee is totally and permanently disabled or prevented from engaging in each and every occupation or employment for compensation or profit for which he is qualified by reason of his or her education, training or experience, the Contractor shall pay (provided such disability has continued for a period of twelve consecutive months and is total, continuous and permanent at the end of this period) the insured employee a lump sum payment equal to the "Life Benefit" less any other amount paid or payable from the "Life Benefit" under this contract as the result of the same injury. Disability which occurs as a direct result of the employee's active participation in war outside official duties with the Embassy as determined by the Contracting Officer is not covered.

C.10.2 Permanent Partial Disability - When as the result of injury, whether by accident or due to war situation, and commencing within 180 days of the date of the accident an employee is partially and permanently disabled, the Contractor shall pay the employee a lump sum payment equal to a percentage of the "Life Benefit." The percentage shall be calculated according to the Scale of Disabilities (Exhibit A of Section J.1 - To be provided by the Contractor). Disability which occurs as a direct result of the employee's active participation in war outside official duties with the Embassy as determined by the Contracting Officer is not covered.

C.10.3 Effective Date of the Life Insurance. The Life Insurance under this contract is effective on the date of contract award and remains in effect for the period of performance of the contract. Each eligible employee may be covered by the policy at the time of contract award provided the said employee submits a request and designates beneficiaries to be so covered within 30 days of contract award. Employees entering on duty during contract performance are covered upon



entering on duty provided they make a request to be so covered and designate a beneficiary within 30 days of entering on duty. The employee shall complete the Request for Coverage and Designation of Beneficiary Form (Exhibit C of Section J.1 - to be provided by the contractor).

C.11. Eligible Participants

C.11.1 Eligible Employees

The employees eligible for the health insurance services include the following:

C.11.1.1 All current active employees of the United States Government, employed within the geographic boundaries of Lebanon paid under the Local Compensation Plan, and certified by the Contracting Officer. Covered employees include:

C.11.1.2. Locally Employed Staff (LES) employed under direct hire appointments, Personal Services Agreements (PSAs) and Personal Services Contracts (PSCs);

C.11.1.3. Locally hired U.S. citizens employed under direct hire appointments, PSAs, and PSCs.

C.11.2 Location of Employment

The individuals covered by C.3.1 must be employed within the geographic boundaries of Lebanon by various agencies of the US Government.

C.11.3 Participants Covered Under a Rider

C.11.3.1 All current active employees of the Chief of Mission and the Deputy Chief of Mission assigned to their respective official Government residences and paid under an ORE account (see separate rider, J.2. EXHIBIT C.1). All costs for ORE employees are the responsibility of the employing officer, not the U.S. Government.

C.11.3.2 All current active employees of the Employee Association at Embassy Lebanon (see separate rider, J.2. EXHIBIT C.2). All costs for the EAEs are the responsibility of the Employee Association, not the U.S. Government.

C.11.4 Other Eligible Participants

The following additional categories of persons are covered by this insurance:

Retirees

C.11.5. Period of Ineligibility.



Employees are not entitled to life benefits during any period of employment for which premiums are not paid.

Additionally, employee's dependents are not entitled to life benefits during any period of employment during which the employee was not eligible to participate.

During a period of Leave Without Pay or unpaid leave that is one pay period or less, coverage under the insurance contract will continue. The USG will pay the total premium cost to the contractor. The employee's share of the premium will be collected through payroll deduction in that or the subsequent pay period.

During a period of extended (beyond one pay period) of Leave Without Pay or unpaid leave, the employee is responsible for the full cost of the insurance premiums for self and dependents. The Mission will pay the premiums directly to the contractor, and will collect the full cost from the employee on a quarterly basis. Alternatively, the employee may elect to have coverage cease if that employee prefers not to pay the premium.

C.11.6 BROCHURE REQUIREMENT.

C.11.6.1. The contractor shall provide a document (brochure/pamphlet/other written document) in English and Arabic that sets forth a complete listing of the health insurance benefits to be provided under this contract. This brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The contractor shall furnish all copies of the brochures to the COR, who will ensure that appropriate distribution is made.

C.11.6.2. The contractor shall provide the document described in C.11.6.1 to the COR not later than 15 calendar days after contract award. The Contractor shall provide additional brochures for new employees within ten (10) days of the COR's request.

C.11.6.3. The contractor assumes full responsibility for ensuring that the document described in C.11.6.1 accurately reflects the requirements of the contract, as implemented by the contractor's technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the brochure contains inaccuracies, the contractor will be notified in writing; however, failure on the part of the Government to notice any inaccuracies shall in no way limit, revise or otherwise affect the requirement under this contract for the contractor to fully comply with all contract terms.



Part III - Health Insurance Services for Insured Retirees and their Dependents

C.12 The Government of the United States of America requires Health Insurance coverage for its employees as further described in C.11 in Lebanon. The Government has determined that the prevailing practice by employers in Lebanon is to provide for their retirees health insurance protection and that the cost of such insurance protection is usually borne 100% by the retiree. Health insurance protection will be representative of locally prevailing compensation practice as further described in C.12. The specific health benefit coverage under this contract is set forth in Section C and the Exhibits in Section J.

C.12 Retiree and Dependent Maximum Health Services Benefits. The maximum health benefits under this contract are as follows:

C.12.1. Hospitalization - The Contractor shall pay in-hospital expenses up to a maximum of 120,080,000 (One Hundred Twenty Million and Eighty Thousand Lebanese Pounds) payable at 100% of hospital bills per case per year per insured. This shall include payment for room and board including all regular daily services and supplies in a licensed hospital; all other hospital services and supplies for medical care in the hospital; anesthetics and their administration; physicians services for surgery and other medical care; and, emergency benefits. All hospitalization coverage under this clause is to be provided under First Class local service category without the participation of the National Social Security.

C.12.2. (a) Doctor Visits - The Contractor shall pay for visits to physicians, to include treatment, out-patient surgery and consultation, to a maximum of LL 60,000 per visit with a maximum of ten visits per contract year for a retiree with no enrolled dependents; 15 visits per family per contract year for a retiree with one enrolled dependent; 25 visits per family per contract year for a retiree with two enrolled dependents; and 30 visits per family per contract year for a retiree with three or more enrolled dependents.
(b) Eye Examination is covered at 100% reimbursement up to a maximum of LL 60,000 per visit. Every insured is entitled to two eye examination visits per year to be deducted from the maximum number of visits allowed for each category of insured according to the number of enrolled dependents.

C.12.3. Prescription Drugs - The Contractor shall pay for in-patient prescription drugs as per any other hospital expense as detailed in C.2.1. The Contractor shall pay for out-patient prescription drugs at 100% per insured person per contract year to a maximum of LL. 450,000.

C.12.4. Physical Therapy - The Contractor shall pay for in-hospital physical therapy expenses as any other hospital expense as detailed in C.2.1. Out-patient physical therapy expenses shall be covered at 100% to a maximum of LL 300,000 per clinically diagnosed pathology per insured person per contract year.



C.12.5. Diagnostic Tests - The Contractor shall pay for in-hospital diagnostic tests as any other hospital expense as detailed in C.2.1. Out-patient diagnostic tests shall be covered at 100% to a maximum of LL 750,000 per insured person per contract year.

C.12.6. Treatment Outside Lebanon - If any treatment outside Lebanon occurs, the cost of this treatment shall be reimbursed according to the American University of Beirut Medical Center Tariff.

C.12.7. One pair of eyeglass lenses or medical lenses for sight shall be reimbursed at 100% up to a maximum amount of LL. 75,000 per insured per contract year. Frames are not covered.

C.12.8. Radiotherapy Treatments – The Contractor shall cover all radiotherapy treatments at 100% to a maximum of LL. 7, 500,000 per insured person per case per contract year.

C.13. Eligible Participants - All retirees and their remaining dependents are eligible for insurance coverage under this contract. The COTR shall certify changes in covered participants bi-weekly or as they occur.

C.14. Term of Eligibility Upon retirement, each employee and his/her remaining dependents are eligible for health benefits under this contract upon award and thereafter during the performance period of this contract. Each new retiree and his/her remaining dependents are eligible for coverage upon retiring from duty and having completed at least 10 years of service with the United States Government. Election of coverage after retirement will be a one time option for each eligible employee.

C.15. Health Benefits Limitations: No benefits shall be payable for or on account of:

C.15.1 Cosmetic plastic surgery or treatment unless necessitated by an accidental bodily injury occurring while the insured person is covered by the Contractor.

C.15.2 Rest cures, sanitarium or custodial care.

C.15.3. Any treatment rendered by a dentist, unless necessitated by accident occurring while the insured person is covered by the Contractor.

C.15.4. Conditions resulting from self inflicted injury whilst sane or insane.

C.15.5. Conditions resulting from ionizing, radiation or contamination by radioactivity.

C.15.6. Conditions resulting from any violation of the law or attempted violation of the law or resistance to arrest.

C.15.7. General health examinations and check-ups done on an outpatient basis.



C.15.8. Lasik (PRK) surgeries for myopia. The cost of eyeglass frames, color contact lenses and the products used for the cleaning and upkeep of all kinds of lenses including for sight. Any other required eye surgery or treatment as a result of injury or for pathological reason is covered.

C.15.9. Treatment services for which the insured person or dependent is reimbursed by any other insurance plan or payment plan.

C.15.10. Any drug that is purchased without a doctor's prescription. All cosmetic drugs unless necessitated by an accident occurring while the insured person is covered by the Contractor.

C.15.11. Gum surgery and jaw treatment surgery that is related to dental. Any kind of disease of the jaw or gum that entails treatment or surgery that is not related to dental shall be covered.

C.15.12. Treatment of any condition resulting from mental disorder that is treated by a psychiatrist or mental health practitioner.

C.15.13. Treatment of any condition as a result of mental disorder or alcohol or narcotic drug abuse.

C.16 thru C.18

Reserved



Part IV - Group Life Insurance For Insured Retirees

The Government of the United States of America requires Group Life Insurance coverage for its retirees as further described in C.19 in Lebanon. The Government has determined that the prevailing practice by employers in Lebanon is to provide for their retirees life insurance protection and that the cost of such insurance protection is usually borne 100% by the retiree. Life insurance protection will be representative of locally prevailing compensation practice as further described in C.19. The specific life benefit coverage under this contract is set forth in Section C and the Exhibits in Section J.

C.19.0 Amount of Employee Life Benefit - In case of death, whether natural or accidental or due to war, the Contractor shall pay to the retiree's designated beneficiary or beneficiaries a lump sum payment equal to the "Life Benefit" as defined herein. The life insurance policy shall cover natural and accidental death for insured employees whether death occurs within Lebanon or abroad. Death which occurs as a direct result of the retiree's active participation in war outside official duties with the Embassy as determined by the Contracting Officer is not covered.

C.19.1 Effective Date of the Life Insurance. The Life Insurance under this contract is effective on the date of contract award and remains in effect for the period of performance of the contract. Each eligible retiree may be covered by the policy at the time of contract award provided the said retiree submits a request and designates beneficiaries to be so covered within 30 days of contract award. When an employee reaches the retirement age during contract performance, and elects the retirement insurance coverage, his enrollment status automatically shifts to the retirees' coverage.



SECTION D PACKAGING AND MARKING

(Reserved)



SECTION E INSPECTION AND ACCEPTANCE

E.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use a network “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

E.2. **Quality Assurance Plan (QAP).** This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all the insurance services set forth in the performance work statement (PWS)	C.1.0 thru C.19	All required services are performed and no more than one (1) customer complaint is received per month

E.3.1 **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.3.2 **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection



clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996) or the appropriate Inspection of Services clause), if any of the services exceed the standard.

E.3.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.



SECTION F DELIVERIES OR PERFORMANCE

F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

F.2 Period of Performance. The performance period of this contract is one year beginning at 00:01 hours shown on the cover page of the contract document with two (2) one-year options to renew.

F.3 Options.

(a) The Government may extend this contract in accordance with the option clause at Subsection I.1.2, FAR Clauses Incorporated by Full Text (FAR 52.217-9, Option to Extend the Term of the Contract), which also specifies the total potential duration of the contract.

(b) The Government may exercise the option set forth at Section I, "FAR 52.217-8, Option to Extend Services".

F.4 Reports and Other Deliverables

All reports and other deliverables required under this contract shall be delivered to the following address:

Contracting Office
US Embassy
Awkar



Beirut, Lebanon
Tel: 04-542600



SECTION G

CONTRACT ADMINISTRATION DATA

G.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Human Resources Officer.

G.2 COR DUTIES

G.2.1 The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2.2 In addition, the COR shall maintain updated list of employees, dependents, retirees and dependents insured, which will supersede the initial list provided under this contract and as reported to the insurer without prejudice to the ineligibility clause.

G.2.3 The COR has the additional responsibility of maintaining the eligible listing of employees for insurance coverage.

G.2.4 The COR may not change the terms and conditions of the contract. While the COR is authorized to provide the Contractor with updated listings of eligible employees and dependents, only the Contracting Officer may modify existing task orders or issue new task orders, reflecting these changes, since only the Contracting Officer can obligate funding and commit the Government.

G.3 Payments shall be made in Lebanese Pounds.

G.4 SUBMISSION OF INVOICES AND PAYMENT

G.4.1 Invoices shall be submitted in an original and three (3) copies to the following address:

Financial Management Office
US Embassy
Awkar
Beirut, Lebanon



G.4.2. Frequency of Payments. All funds under this contract will be obligated by issuance of task orders, as described in H.3. Each task order will fund a specific period of time and number of employees, and the task orders will be issued at the frequency described in H.3. All payments under this contract will be made at the conclusion of the period covered.

G.4.3 U.S. Government Employees and Eligible Dependents - The Contractor shall be paid 26 times per annum, conforming to the U.S. Government's pay period of 14 days each. These payments shall be transferred electronically to the Contractor's bank account. The contractor shall submit his invoices each pay period as described in G.4.1 and the Government shall make payments within 30 days of the receipt of those invoices.

G.4.4. ORE Staff - The Chief of Mission and/or Deputy Chief of Mission will make payments directly to the contractor for the entire premium amount of the ORE staff, whether or not the ORE employee is contributing to the premium amount.

G.4.5. Retired Employees - Retired Employees shall (1) pay 100% of his/her premiums and his/her dependents and (2) the contractor shall bill the insured retiree separately and directly at the rates specified in Section B. The retiree shall settle his/her premium payment directly with the contractor within 30 days of receipt of contractor's invoice. The Government shall not be liable for any nonpayment of premiums for retirees and/or their dependents

G.4.6. EAE Staff - The Employee Association will make payments directly to the contractor for the entire premium amount of the EA employee, whether or not the EA employee is contributing to the premium amount. The Government shall not be liable for any nonpayment of premiums for EA employees and/or their dependents

G.5 REFUNDS TO THE GOVERNMENT

If at any time during performance of the contract the Government finds that the contractor has been overpaid because the number of employees and/or dependents covered has decreased, the Contracting Officer may either allow that overpayment to be credited to the Government's account or require that the contractor refund the overpayment. If the Contracting Officer requests a refund, the contractor shall make that refund to the Government within ten calendar days of receipt of the request.

G.6 If applied, the contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

G.7. Errors in Reporting

Inadvertent error, failure, or omission on the part of the Government to report the name of any employee and/or dependent who has qualified and made the required



contribution for the insurance hereunder in compliance with the prescribed conditions, or whose amount of insurance is to be changed in accordance with the Schedule of Insurance hereof, shall not deprive such an employee and/or dependent of insurance nor affect the amount thereof; nor shall failure to report name of any employee and/or dependent be construed as continuing such insurance beyond the date of termination determined in accordance with the provisions hereof.

G.8. Time Limitation Conformed to Local Law

If any time limitation of this Contract with respect to filing of claims, furnishing proof of loss, or commencing an action at law or in equity is less than that permitted by the local law applicable to such action, such limitation is hereby extended to agree with a minimum period permitted by such law.

G.9. Assignment of Contract

The Contractor shall not assign, transfer, pledge, or make other disposition of this Contract, or any part thereof, of any rights, claims, or obligations of the Contractor arising from this Contract except with the prior written approval of the Contracting Officer.



SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 Security. On occasion, a Contractor employee may require entry into U.S. Government-owned or -operated facilities. If so, the Contractor should be prepared to provide the necessary identification to permit escorted access within that facility.

H.2 Standards of Conduct. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee is to adhere to standards that reflect credit on themselves, their employer, and the United States Government.

H.3 Ordering Procedures. The Government will issue a task order as soon as possible after contract award to identify all employees, retirees, and their dependents to be covered by the insurance described in this contract and the coverage selected by each employee, including dependents to be covered. The COR will make subsequent additions or deletions to this list in writing. All such revisions shall be consolidated and the Contracting Officer will issue a new task order. If any changes have been made to the coverage listing, the Government anticipates issuance of a new task order on an as needed basis. This new task order will include all changes made since the previous task order was issued and will include any increase or decrease in necessary funding. The changes to the list of eligible individuals will supersede the initial list provided under prior task orders without prejudice to the ineligibility clause. Task orders will indicate the effective date of employment, for purposes of calculating the premium due.

H.3.1. The ORE staff and EA employees under separate riders are not included under the task orders issued by the Contracting Officer. Because their coverage is under a rider, their employer is responsible for directly interacting with the contractor to order any coverage for their employees. When contacted by the employer, the contractor shall advise the employer of the paperwork and payment that will be necessary to order coverage for the identified individuals. Because more than one employer may have ORE staff, the contractor may be contacted by more than one employer (typically the Chief of Mission and Deputy Chief of Mission).

H.4. Contractor Responsibility in Claims and Reimbursement to Claimants

General. The Contractor shall be responsible for all planning, estimating, programming, project management, scheduling, dispatching, supervision, and inspection of work. The Contractor shall maintain his own reference library of technical reference works and local laws and regulations, including current tariffs and registries. The Contractor shall treat the information provided by the Embassy concerning employee's personal data, medical information, and salaries as highly sensitive and not divulge any employee information to unauthorized persons. The Contractor shall establish procedures for handling medical insurance claims as follows:

(a) Administrative Records.



(1) The Contractor shall maintain medical insurance files for each eligible employee including receipts and proof of paid claims, requests for claim reimbursements, and accounting of paid benefits with balances of amounts remaining in the annual per person reimbursement ceiling.

(2) The Contractor shall provide the COR with the necessary claim forms for each type of benefit that can be claimed under the contract. These forms shall specify a list of documents required to be appended to each claim and otherwise provide instructions for claim filing.

(3) The Contractor shall use the English spelling of the employees' names in all transactions, including reimbursement checks.

(4) The Contractor shall send employee claim reimbursement checks to employees not later than one week after a claim is submitted

(b) Medical Insurance Claims. Settlement of medical insurance shall be completed as follows:

(1) All medical claims shall be submitted directly to the Contractor by employees, through a drop box in the COR's office. The claims shall be picked up from the COR each Wednesday.

(2) The Contractor shall date stamp and screen all claims submitted on the day of receipt. If there are any missing documents or information thereby disallowing said claim to be payable, the Contractor shall notify the employee within two days, with a copy to the COR (if notification is written).

(3) Unless the contractor notifies the Contracting Officer's Representative (COR) in writing that there are significant problems with a particular claim, the contractor shall settle the claims no later than two weeks from the date the claim is submitted to the Contractor in the currency in which it has been submitted in.

(4) Settlement shall be by issuance of checks in the name of the employee for each claim submitted. Each check shall be accompanied by a form providing details of the amount reimbursed with an explanation of deductions, if any.

(5) The Contractor shall accept the employee's or dependent's choice to go for surgery to hospitals designated by the Contractor in order that the Contractor will pay the expenses directly to the hospitals. For this purpose, the Contractor shall provide I.D. cards for each insured person. This card shall be used by the insured person for admittance to hospitals covered by the Contractor in emergency cases



(c) Payment of Life Insurance Benefits to Beneficiaries. The Contractor shall settle life insurance claims as follows:

(1) The Contractor shall provide forms for the designation of beneficiaries for the life insurance benefits to the COR. The COR shall have all enrolled eligible employees complete designation of beneficiary forms and keep them in their personnel folders, ORE staff folders, or EAE folders. Upon the death of an enrolled employee, the COR shall provide this form to the Contractor.

(2) The Contractor shall pay the employee's named beneficiary, legal heir, or estate the total amount of the claim within 60 days from the date the Contractor receives a completed death claim. Payment shall be computed as defined for Life Benefit and Life Benefit for Retirees in Section C.

H.5. Report Requirements. The Contractor shall provide the following reports quarterly. All reports must be received by the COR no later than the 10th day of the beginning of each quarter. These reports shall report on the previous month's activities.

(a) Claims Report. The report will list all claims paid by the Contractor to a claimant, including the name of the claimant, date claim is received by the Contractor, and the amount claimed. This report shall also include all outstanding claims and a brief description of why claim has not been paid.

H.6. MISCELLANEOUS CONTRACTOR REQUIREMENTS

H.6.1 General. The Contractor shall take all such steps as are necessary, and obtain and pay for all permits, taxes and fees as are required by the Lebanese government to establish and/or operate a commercial venture locally. A contract with the U.S. Government conveys no special privileges or immunities to the Contractor. The Contractor is an independent commercial concern and not a part of the U.S. mission. The Contractor's employees are not U.S. Government employees. Registration of this contract with the Lebanese government, if required by law, will be the sole responsibility of the Contractor, and any fees, taxes, or other duties shall be payable by the Contractor without recourse to the Government of the amounts thereof.

H.6.2. Licenses and Local Laws. The Contractor shall possess all permits, licenses, and any other appointments required for the prosecution of work under this contract, all at no additional cost to the Government. The Contractor shall perform this contract in accordance with local laws.

H.7 Erroneous Payments. If the Government becomes eligible for a refund of payment because of erroneous overpayment or other cause, the Contractor shall refund the amounts or use them to offset future payments owed by the Government, whichever the Government prefers. The Contractor shall refund any refunds not complete or discovered after the completion date of this contract.



H.8 Requiring Activity. The requiring activity under this contract is the U.S. Embassy.



SECTION I CONTRACT CLAUSES

I.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)



52.222-50	COMBATting TRAFFICKING IN PERSONS (APR 2006)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JUN 2003)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1	DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES (AUG 1997) - ALTERNATE I (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)
52.249-8	DEFAULT - FIXED PRICE SUPPLY AND SERVICE (APR 1984)
652.237-71	IDENTIFICATION/BUILDING PASS (APR 2004)

I.2. FAR CLAUSES INCORPORATED IN FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the



Schedule. Such orders may be issued from the first day of the ongoing performance period through the last day of that performance period. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 insured person, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of 500 insured persons;
- (2) Any order for a combination of items in excess of 1,500 insured persons
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (such as, includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.



(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 24: 00 hours of August 8, 2010.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.



(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (only if over \$100,000)

(a) *Definition.* As used in this clause—

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151– 188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1– 866– 667– 6572



1– 866– 316– 6572 (TTY)

To locate the nearest NLRB office, see NLRB’s website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor’s employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor’s facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.



- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N–5605, Washington, DC 20210, or from any field office of the Department’s Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor’s official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor–Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September of each Government Fiscal Year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September of each Government Fiscal Year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.



52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

Not Applicable

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES, 48 CFR CH. 6 Included in Full Text:

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,



(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

Reserved

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during normal business hours 08:00 to 16:30 Monday thru Friday except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

(a) The Department of State observes the following days as holidays:

(US/LEB)	New Year's Day	Monday	January 1
* (LEB)	Feast of Al-Adha	Tuesday	January 2
(US)	Martin Luther King Day	Monday	January 15
* (LEB)	Moslem New Year (Al-Hejra)	Saturday	January 20
(LEB)	Mar Maroun	Friday	February 9
(US)	President's Day	Monday	February 19
* (LEB)	Prophet's Birthday	Saturday	March 31
(LEB)	Good Friday (Western/Eastern)	Friday	April 6
(LEB)	Easter Monday(Western/Eastern)	Monday	April 9
(LEB)	Labor Day	Tuesday	May 1
(US)	Memorial Day	Monday	May 28
(US)	Independence Day	Wednesday	July 4
(LEB)	Assumption Day	Wednesday	August 15
(US)	Labor Day	Monday	September 3
(US)	Columbus Day	Monday	October 8
* (LEB)	Feast of Ramadan(Al-Fitr)	Saturday	October 13
(US)	Veterans' Day	Monday	November 12
(US/LEB)	Thanksgiving/Lebanese Independence	Thursday	November 22



* (LEB)	Feast of Al-Adha	Thursday	December 20
(US/LEB)	Christmas Day	Tuesday	December 25

According to U.S. Government regulations, whenever a Federal holiday falls on Saturday or Sunday, the preceding Friday or following Monday shall be considered a holiday.

In the case of Lebanese holidays which fall on Saturday or Sunday, Lebanese Government regulations prohibit the granting of an alternate day except for the Labor Day.

*Based on Lunar Calendar. Exact date to be confirmed.

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.



SECTION J

LIST OF ATTACHMENTS

J.1. LIST OF EXHIBITS TO BE PROVIDED BY THE CONTRACTOR:

EXHIBIT A - SCALE OF DISABILITIES

EXHIBIT B - CONTRACTOR'S SAMPLE CLAIM FORM

EXHIBIT C: REQUEST FOR LIFE INSURANCE COVERAGE AND DESIGNATION OF LIFE INSURANCE BENEFICIARY.

EXHIBIT D: LIST OF DOCUMENTS REQUIRED BY OFFEROR TO PROCESS A CLAIM FOR THE DEATH OF AN EMPLOYEE.

J.2. LIST OF EXHIBITS PROVIDED BY THE EMBASSY:

EXHIBIT A – STATISTICS ON POTENTIAL INSURED BY CATEGORY, AGE AND BI-WEEKLY SALARY (LUMP SUM)

1. STATISTICS ON POTENTIAL INSURED RETIREE BY CATEGORY, AGE AND BI-WEEKLY SALARY (LUMP SUM)

EXHIBIT B – CLAIMS HISTORY OF THE INSURED POPULATION FOR THE YEARS 2003-2006

EXHIBIT C – DETAILED LIST OF EMPLOYEES WITH THEIR CORRESPONDING DATE OF BIRTH, SEX AND SALARY INFORMATION

(NOTE: BECAUSE OF THE PROPRIATORY NATURE OF THE INFORMATION IN EXHIBIT C, IT WILL BE ONLY PROVIDED TO OFFERORS WHO REQUEST IT IN WRITING FROM THE FOLLOWING EMAIL ADDRESS :)

OHANIANGK@STATE.GOV

1. ORE PARTICIPANTS COVERED UNDER A RIDER

2. AEA PARTICIPANTS COVERED UNDER A RIDER



SECTION K
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) if the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.



K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12. Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL. Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations



issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

K.4 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a



nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 524113, 524114.



(2) The small business size standard is 5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-



(i) The Offeror and/or any of its Principals-

(A) Are__ are not__ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have__have not__, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are__ are not __ presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Office may terminate the contract resulting from this solicitation for default.

K.7 RESERVED

K.8 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

K.9 652.225-70

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Not Applicable

(2) Discriminating in the award of subcontracts on the basis of religion.

K.10 DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES



(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country <u>where there are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.



SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. SUBMISSION OF OFFERS

This solicitation is for the provision of insurance and services described in Sections C and J, under the terms and conditions set forth herein. Offerors must submit proposals for both health and life insurance services and may not submit proposals on only one insurance plan, Part I-Health Insurance or Part II-Group Life Insurance.

L.2. SUMMARY OF INSTRUCTIONS. Each proposal must consist of the following separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies</u>
1	Executed Standard Form 33, Solicitation Offer and Award, and completed Section K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS.	2
2	Price Proposal and complete Section B Supplies or Services and Price/Costs	2
3	Technical Proposal containing all technical factors and subfactors	5

L.3. DELIVERY OF PROPOSALS AND EXCEPTIONS TO SOLICITATION. The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, Solicitation, Offer and Award. Any deviation, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.4. CONTENTS OF PROPOSALS. The proposals shall contain documents filled out in strict conformance with the detailed instructions set forth as follows:

L.4.1. Volume 1 -- Standard Form 33: Complete Blocks 12 through 18, as appropriate and fill in all the blanks in Section K of this solicitation.

L.4.2. Volume 2 -- Price Proposal and fill in Section B.

(a) Price proposal for the base year of both insurance programs;



(b) Price proposal for the option years of both insurance programs; however, a price proposal for an option year with no proposal for the base year will not be considered, nor will a proposal for a base period which does not include a proposal for all optional periods for that same type of insurance.

L.4.3. Volume 3 -- Technical Proposal

L.4.3.1 Management Approach

Understanding of the Requirement

(i) The offeror must demonstrate that it understands the requirement set forth in Sections C, Parts I thru IV, as offered, through Section J of the solicitation. The offeror must demonstrate knowledge of and familiarity in providing the insurance and services required in the aforementioned sections of the solicitation. For health insurance, if the proposal is for a health maintenance organization (HMO) or clinic type, describe the facilities and medical personnel that will be available. The offeror must also describe the pool of coverage in which the covered employees will be contained, and a description of how the experience rating would be determined in regards to Section B.4.

(ii) Proposals shall contain only the benefit levels stated in Section C. Proposals offering benefit levels greater or less than those levels required in Section C may be rejected as unacceptable.

Plan Administration

The proposal must demonstrate how the offeror plans to perform the contract, especially as it relates to providing the insurance, maintaining adequate reserves to pay claims, administering and prompt payment of insured claims for reimbursement, procedures for reviewing claims (including where and how claims will be processed and settled), availability of central point of contact and phone number for employees to call regarding claims or information, providing periodic reporting and accounting of financial results of the plan, and the overall management of the contract. Provide accounting procedures, reporting formats, procedures and rates for converting from group insurance to individual insurance policies. Describe the system for tracking utilization by diagnostic or other actuarial categories/profiles and comparing them against regional or national norms.

L.4.3.2 Licensing and Reinsurer Information

The offeror shall include a notarized copy of the most current license/certificate/-accreditation, which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the Government of Lebanon or its agent (e.g., insurance commission, board) to provide health insurance coverage to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of Lebanon it must demonstrate that it is licensed/certified/accredited by a



government other than Lebanon to provide health insurance for persons in Lebanon and must demonstrate its capacity to provide health benefits in Lebanon to meet the minimum requirements and other conditions set forth in this solicitation.

This section shall demonstrate that the offeror is licensed/certified/accredited through no less than the final day of the base performance period and that the offeror is eligible for renewal for the option periods. This section shall also summarize and describe any probationary, disciplinary or actions taken upon the offeror, which are in force or are about to be imposed upon the offeror by the government of (country name) or its agents.

The contractor shall provide a copy of the Reinsurance Treaty it has or contemplates to have for this contract. This information shall be used for evaluation purposes only.

Failure to demonstrate that the offeror is an authorized insurance company permitted to write and administer health insurance policies in Lebanon shall be grounds for rejection of the proposal.

L.4.3.3. Experience and Past Performance.

List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (a) Customer's name, address, and the telephone numbers of previous contractors for whom similar insurance and services were provided;
- (b) Contract number and type of contract;
- (c) Date and place of performance of the contract and delivery dates and period of performance;
- (d) Scope of the contract, i.e., types of insurance provided and range of population covered, as well as total dollar amount;
- (e) Brief description of the performance requirements;
- (f) Comparability to the work required under this solicitation;
- (g) Brief discussion of any major technical problems and their resolutions.

L.4.3.4. Profit Sharing Credit.

The offeror shall indicate whether any insurance plan offered will be subject to participation in any profit sharing credit program, pooling agreement (including multinational agreements) or



any other premium credit procedure. If this is applicable, please describe. This is for evaluation only to distinguish between otherwise equally priced, technically acceptable proposals and will not be considered in determining the lowest-priced offeror.

L.4.3.5 Employee Pool

The offeror shall describe in Exhibit H Section J.1 the pool that will apply to the employees under this contract. The offeror will describe the size of the pool, whether it is a mixture of commercial and government (if applicable), alternative pools that are available in the event the price adjustment clause becomes effective.

L.4.3.6 Contractor Acceptable List of Hospitals and Laboratories for Insured's Use

The Offeror must submit a list of all Hospitals and Laboratories in Lebanon that are acceptable by the offeror, the services of which the insured persons can use under this contract.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.214-34 SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS
(JAN 2004)

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

L.6.1 52.216-1 TYPE OF CONTRACT (APR 1984)



The Government contemplates award of a requirements type contract, fixed price with limited price adjustment, resulting from this solicitation. The quantities shown in Section B are estimates only and the Government is not obligated to order the estimated quantities shown in this section.

L.6.2 ECONOMIC PRICE ADJUSTMENT

Reserved

L.6.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Management Office
US Embassy
Awkar
Beirut, Lebanon
Tel: 04-542600 Ext: 257

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and



appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to:

Mrs. Barbara McCarthy
Management Officer
US Embassy
Beirut, Lebanon
Tel: 04-542600 Ext:257

L.8. QUESTIONS AND ANSWERS PRIOR TO PROPOSAL DUE DATE

L.8.1. Offerors must submit written questions by 14:00 on November 23, 2006 by email only to the attention of:

Garo Ohanian
Procurements & Contracting Office Supervisor
Tel: 04-542600, 543600, Ext: 268
Email: ohaniangk@state.gov

L.8.2. We intend to post the Questions and Answers on the Embassy's website as of 16:00 hours on November 30, 2006 at the address in which the basic solicitation resides.

L.9 FINANCIAL STATEMENT

The offeror shall provide a current statement of its financial condition, certified by a third party including the following:

Income (profit-loss) Statement that shows profitability for the past three (3) years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes for the past three (3) years; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.



SECTION M EVALUATION FACTORS FOR AWARD

M.1. Evaluation of Proposals

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L -INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. Acceptable proposals will be evaluated pursuant to this section, and award shall be made as set forth in M.3 below.

M.2. Overall Evaluation

“Proposals will be evaluated in two phases: a technical evaluation to determine the acceptability of the offer to the solicitation technical requirements; and a price evaluation to determine the total evaluated price proposed by each offeror. The "total evaluated price" is as follows:

- Health Insurance - the cumulative total of the base year insurance plus all option years for the total quantity of individuals specified in Section B
- Life Insurance – the cumulative total of the base year insurance plus all option years for the total estimated payroll specified in Section B.”

The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

M.3. Award Selection

M.3.1. General. The award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, "Instructions to Offeror's - Competitive Acquisition (MAY 2001), which is incorporated by reference in Section L, award may be made



based upon initial offers, without discussions. The offeror must also be licensed/certified/accredited as described in Section M.5.2 below.

M.3.2. Profit Sharing Credit Plan

In the event of equal proposals and in the event that one offeror presents an acceptable Profit Sharing Credit plan, the offeror proposing the most generous plan, in terms of benefit to the Government will receive the award.

M.4. Fixed Prices.

Offerors must propose fixed prices for the coverage identified in Section B - SERVICES AND PRICES. Proposals that do not include fixed prices cannot be evaluated for the total requirement and will be rejected.

M.5. Technical Evaluation. Offers may be evaluated on:

- (i) meeting each of the individual mandatory requirements/minimums for health insurance coverage specified in Section C through H and the Exhibit(s). The Government may reject as technically unacceptable proposals that:
 - (a) fail to provide the minimum benefits required by the solicitation; or
 - (b) offer additional benefits not required by the solicitation (even though there is no increase in the price).
- (ii) the demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the government of Lebanon or its agent (e.g., insurance commission, board) to provide health insurance coverage to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of Lebanon, it must demonstrate that it is licensed/certified/accredited by a government other than that of the host country to provide health insurance for persons in Lebanon and must demonstrate its capacity to provide health benefits in Lebanon to meet the minimum requirements and other conditions set forth in this solicitation; and,
- (iii) meet all other terms and conditions set forth in this solicitation.

If the offeror proposes a Profit Sharing Credit, it will be evaluated by the Government and the results will be used in the event of equally priced proposals. If the plan is offered by the low priced offeror, it will be included as a requirement within the contract.

M.6. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)



The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.7. Quantities for Evaluation

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will order the estimated quantities shown in Section B – SERVICES AND PRICES, of this solicitation, but for employees and their dependents only.

M.8. Separate Charges

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.9 Award Without Discussions

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government may award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.610(a).

M.10 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

Not Applicable